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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA
AT ANCHORAGE

ALASKA RENT-A-CAR, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No. A03-029 CV [TMB]
)	
CENDANT CORPORATION, et al.,)	
)	
Defendants.)	
_____)	

**DEFENDANTS' REPLY IN SUPPORT OF MOTION TO STRIKE
PLAINTIFF'S OVERLENGTH SUMMARY JUDGMENT MOTIONS**

Defendants moved to strike plaintiff's 314 pages of summary judgment
briefs because plaintiff made no effort whatsoever to comply with Local Rule

10.1's page limitation. As Defendants explained in their Motion, they would not have filed this motion if plaintiff's briefing was only a few pages in excess of the page limit requirement. But especially as to the 208 pages that plaintiff filed regarding the analytically-linked contract claims, the plaintiff's verbose and voluminous pleadings prejudice the Defendants and the Court by preventing any rational or coherent analysis of the issues in this case.

Plaintiff's opposition to this motion to strike offers plenty of angry words, but no justification at all for plaintiff's decision to file so many separate motions on what is really a single issue: whether Plaintiff is entitled to summary judgment and the relief sought for alleged breach of contract. As Defendants explained in their opening brief, the plaintiff has filed five separate lengthy motions on the contract claims. There is simply no reason, other than obfuscation and lack of regard for the Local Rules, which would justify such excessive briefing on a single issue.

Plaintiff contends that its lengthy briefing is warranted because allegedly this is a complicated and high-dollar case. Yet Local Rule 10.1 is quite clear in requiring leave of the court to file overlength briefs. If plaintiff believed this case required such drastic deviation from the normal practice of preparing concise pleadings that comply with the Local Rules, then it was required to seek leave from the court, rather than simply filing its barrage of paper.

Defendants respectfully request that, at minimum, the Court require plaintiff to file a single motion and memorandum as to the contract issues, namely

the claims for breach of contract, breach of the covenant of good faith and fair dealing, veil piercing, contract damages, and injunctive relief. These claims are inherently and intrinsically linked, and simply cannot be resolved in plaintiff's piecemeal manner without enormous duplication of effort by the parties and the Court. For the same reasons, Defendants contend that plaintiff should not be allowed to file two briefs, totaling 100 pages, on the analytically linked antitrust/unfair competition claims.

Respectfully submitted,

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By: /s/ Diane F. Vallentine
Counsel for Defendants

CERTIFICATE OF SERVICE

This is to certify that on this 13th day of July, 2006, a true and correct copy of the foregoing was served electronically, and by regular U.S. mail, on:

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